

or Comptroller, or other chief accounting officer of the Railway Company. In all cases where this indenture does not make other express provisions as to the form, nature or character of the "written order or orders", "written request" or "direction" of the Railway Company on which the Trustee may act, or refrain from acting, or upon which it may rely, the Trustee shall be protected in acting, or refraining from acting, under any provision of this indenture, in relying upon the written order, request or direction of the President, or any Vice-President, of the Railway Company, as to any matter mentioned in such written order or orders, request or direction. In all cases where this indenture does not make other express provisions as to the form, nature or character of the "certified copy of resolution or resolutions" on which the Trustee may act, or refrain from acting, or upon which it may rely, the Trustee shall be protected in acting, or refraining from acting, under any provision of this indenture, in relying upon resolution or resolutions certified to by the Secretary, or any Assistant Secretary, of the Railway Company.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, and the Railway Company agrees to pay such compensation, as well as all expenses necessarily or properly incurred or disbursed by the Trustee hereunder. It shall be no part of the duties of the Trustee to effect insurance upon any of the property covered by this indenture.

Any interest accruing upon any funds in the hands of the Trustee shall be held by the Trustee, as a part of the principal upon which such interest has accrued, and shall be disposed of by the Trustee with such principal.

Any action taken by the Trustee pursuant to this indenture upon the request or authority or consent of any bondholder shall be conclusive and binding upon all future owners of the bond or bonds in respect of which such request, authority or consent was given, and the bonds issued in exchange therefor or in place thereof.

The Trustee may become the owner of bonds and coupons secured hereby with the same rights which it would have if it were not Trustee.

Any moneys received by the Trustee under any provision of this indenture may be treated by it, until it is required to pay out the same conformably herewith, as a deposit without any liability for interest save as it shall agree with the Railway Company to pay interest thereon.

Sec. 2. The Trustee, unless and until it shall have received written notice to the contrary from (1) the holders of five per centum in amount of the General Mortgage bonds outstanding, or (2) the holders of twenty per centum in amount of any series of the General Mortgage bonds which have become due by declaration or otherwise, may, for all purposes of this indenture, assume that no default has happened under any mortgage or deed of trust covering the mortgaged and pledged premises, or any part thereof, or under any bond secured by any such mortgage or deed of trust; that no default has been made in the payment of any of said bonds, or in the observance or performance of any other of the covenants contained in said bonds or in the mortgage or deed of trust securing the same; that no receiver has been appointed of the railways or of any of them constituting part of the mortgaged and pledged premises; that no trustee under any mortgage or deed of trust covering the property or any part thereof constituting the mortgaged or pledged premises is or has been in possession of the property embraced in such mortgage or deed of trust; that the Railway Company is not in default under this indenture, and that none of the events hereinbefore denominated events of default has happened. The notice to the Trustee in this section provided for shall distinctly specify the default desired to be brought to the attention of the Trustee.

Sec. 3. The Trustee, or any trustee or trustees hereafter appointed, may resign and